

## RENTAL AGREEMENT AND CONDITIONS

Owner: CHARTER WOODS APARTMENTS 1603 CHARTERWOODS CIRCLE FAIRBORN, OH 45324

RESIDENT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

DATE OF LEASE: \_\_\_\_\_  
BEGINNING DATE: \_\_\_\_\_  
ENDING DATE: \_\_\_\_\_  
RENT: \_\_\_\_\_  
RESIDENT PAYS: \_\_\_\_\_  
OWNER PAYS: \_\_\_\_\_  
OTHER: \_\_\_\_\_

PRO-RATE: \_\_\_\_\_  
PROMO: \_\_\_\_\_

SECURITY DEPOSIT: \$200.00  
DEPOSIT FOR BREAKAGE, DAMAGE OR MISUSE OF FACILITIES.

The tenant agrees to rent the subject premises on a month-to-month basis at rental of **\$759.00** per month payable in advance on the first day of each month. If the monthly rental payment is not paid and received by the close of the first day of the month it is considered late. If the rental payment is not received by the close of the fifth day of the month, it is considered delinquent. Rent will be paid to **CHARTER WOODS APTS. at 1603 CHARTER WOODS CIRCLE FAIRBORN, OH 45324**. A **\$20.00 late fee** is applied after the 5th of the month. After the 10th of the month, another **late fee of \$10.00** will be added on. **If rental payment is not received by the fifteenth of the month, legal action will be taken against the resident for possession of the apartment and Owners remedies.**

### The Tenant(S) further agree

1. To use said premises as a residence only. No more than 1 persons may reside in this apartment
2. **A deposit is required.** This deposit will be returned upon Tenant's vacating if all the provisions of this agreement are complied with, and more specifically, but not limited to compliance with the following provisions:
  - a) That the apartment is left in an undamaged, clean rentable condition to be determined by the Manager. (Entire apartment including range, oven, refrigerator, bathroom, closets, cabinets, windows, etc. cleaned. No wall coverings, scratches or large holes in walls. No indentations or scratches in wood or other floor.)
  - b) No unpaid late charges or delinquent rents.
  - c) Forwarding address left with the management.
  - d) All keys must be returned.
3. Tenant(S) are required to give written 30 days notice prior to vacating premises, or they are subject to paying a month's rent upon vacating.
4. Tenant(S) agrees to vacate premises within 3 days after being notified in writing due to nonpayment of rent, breach of this agreement or any other reason deemed prudent by management.
5. **Returned Checks:** A \$25.00 fee will be charged for any check returned to Owner. Late fees will be added on if the check is returned after the 5th of the month.
6. **Early Termination:** The resident agrees to pay the sum of two month's rent if he/she terminates the Lease agreement prior to the expiration. Resident will be responsible for all turnover costs in addition to 30 days written notice, which is required prior to vacating the premises. Termination fees must be made on or before the time of vacating the premises. Security Deposit will be forfeited. All Military Transfers are required to give Charter Woods a copy of the transfer orders at the time the 30-day notice to vacate is given. Without a copy of the orders, it will be considered a lease break.
7. No alterations of any kind to the apartment (including painting) shall be made without prior written consent of the owner(S).
8. It is expressly understood and agreed that the owner(S) of said premises, or said agent will not be liable for any damage or any injury to tenant(S) or her/his family or to her/his family's property from whatever cause arising from the occupancy of said premises by tenant and her/his family.
9. The tenant(S) hereby gives the owner(S), in addition to the lien given by law, a lien upon all property situated upon the said premises, including all furniture and household furnishings, whether said property is exempt from execution or not, for the rent agreed to be paid here under, for any damage caused by tenant, and for Court costs and attorney's fees incurred under the terms hereof.
10. It is understood and agreed that Agent(S) shall have the right to enter and inspect premises at all reasonable times to insure maintenance and safety of premises.
11. The Tenant(S) shall not transfer her/his interest in and to this rental agreement, nor shall the Tenant(S) assign or sublet the said premises or any part thereof or, in her or his absence or otherwise, permit others to occupy the apartment without first having obtained the written consent of the Owner. If the Tenant(S) or subtenant violates the provisions of this paragraph, the Owner may immediately take possession of said premises and in event of litigation may sue and evict any person or persons occupying said premises without making the Tenant(S) a party to said proceedings.

12. That the violation of any of the conditions of this agreement shall be sufficient cause of eviction from said premises, tenant(S) agree to pay all costs of such action, including such reasonable attorney's fees as may be fixed by court.
13. Resident agrees to keep the volume of any radio, television, stereo systems or any musical instrument at a level that is not disturbing or annoying to others, and to make no disturbing noises at anytime.
14. **Renters Insurance:** Resident agrees to provide a copy of renters insurance to the Management Company.
15. **Vehicle Parking:** All resident vehicles must be registered at the Rental Office. Resident understands and agrees to abide by following restrictions: All vehicles parked on the premises must be in operable conditioned and properly licensed. Vehicles leaking oil on blacktop, in junk condition or with flat tires, are not permitted on the premises. Any vehicles found in such condition if not removed within 24 hours will be towed at the owner's expense. Visitors' parking is restricted to designated areas only. All parking spaces are on a first come basis. Two spaces are available for each apartment. Short term parking for any recreational vehicles must get written permission from management.
16. No driving or parking on the lawns at any given time
17. **Pet Policy: No dogs are allowed.** Cats are allowed for a \$20 per month pet fee. Add \$5 per month for each additional cat. A **non-refundable** deposit of \$150.00 for one cat, \$200.00 for two cats, and \$250.00 for three cats is required.
18. Clothes lines, clothes, towels, rugs etc. may not be hung on the patios, balconies, halls, entrances, corridors or any place visible to others. Patios and balconies are not to be used for the storage of personal property. **No grills are allowed on patios** due to safety precautions.
19. Children under the age of 17 years old must be accompanied by an adult resident at all times when using the clubhouse.
20. Resident agrees to give the owner proper notice of defects in fixtures, appliances, plumbing, heating or cooling equipment or any part of the Apartment or any other related facilities.
21. **Lock out charge:** A fee of \$25.00 will be charged for a lock out.
22. Actual size of these units may vary from the dimensions on the brochure.

OWNER \_\_\_\_\_ DATE \_\_\_\_\_

TENANT (1) \_\_\_\_\_ DATE \_\_\_\_\_

TENANT (2) \_\_\_\_\_ DATE \_\_\_\_\_

TENANT (3) \_\_\_\_\_ DATE \_\_\_\_\_

**The following section is to be utilized for times when tenant(s) are executing a lease outside of the presence of the owner/management.**

IN WITNESS WHEREOF, Tenant has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 2004

WITNESS

TENANT (1)

\_\_\_\_\_

By:

\_\_\_\_\_

\_\_\_\_\_

Print:

\_\_\_\_\_

WITNESS

TENANT (2)

\_\_\_\_\_

By:

\_\_\_\_\_

\_\_\_\_\_

Print:

\_\_\_\_\_

STATE OF OHIO )  
 )SS  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2004, before me personally appeared \_\_\_\_\_ whom I know to be a tenant in the lease described above and he/she/they executed the foregoing lease with Charter Woods Apartments as a tenant.

Notary Public \_\_\_\_\_

Notary Public

\_\_\_\_\_ County, OH

My Commission Expires: \_\_\_\_\_